

Letter of Agreement
Between NIH and _____ (The Center)
for the
Molecular Libraries Screening Centers Network (MLSCN)
National Institutes of Health (NIH) Roadmap Molecular Libraries and
Imaging Initiative

In support of the activities of the National Institutes of Health ("NIH"), this Agreement is entered into between the NIH, an agency of the United States Public Health Service (PHS) within the Department of Health and Human Services ("DHHS"), having an address at 9800 Rockville Pike, Bethesda, Maryland 20892, U.S.A. and _____
_____ ("The Center"), having an address at _____.

Whereas, NIH has a basic mission on behalf of the U.S. Government for the conduct and support of health research performed at its own facilities and through funding agreements to other institutions;

Whereas, the Molecular Libraries Screening Center Network (MLSCN) consists of nine NIH funded centers and the intramural NIH Chemical Genomics Center ("CENTER(S)");

Whereas, The Center has been has been awarded NIH funding in order to take part in the RESEARCH ACTIVITIES OF THE MLSCN;

Whereas the MLSCN Project Team ("MLSCN PT") means the group of NIH employees designated to manage and coordinate the activities of the MLSCN Centers that received funding under RFA-04-017; the MLSCN PT also makes final decisions concerning the distribution of MATERIAL to the CENTER(S);

Whereas MATERIAL means all biological reagents, chemical reagents, data and information transferred to NIH from PROVIDER(s) under the MLSCN model MTA (as listed in Appendix A of those executed agreements);

Whereas, MLSCN DATA means all data and information generated by the CENTER(S) using MATERIAL;

Whereas, RESEARCH ACTIVITIES OF THE MLSCN (<http://nihroadmap.nih.gov/molecularlibraries/>) means research activities funded under the NIH Roadmap Molecular Libraries and Imaging Initiative and carried out by the CENTERS that include the following: assay optimization and implementation for HTS, using the HTS assay to screen a large number of molecules maintained in the Small Molecule Repository (SMR) to identify compounds ("hits") that are active in the assay; using the secondary assay for hit confirmation; performing optimization chemistry (chemical analoging) to develop the hits into

useful in vitro or in vivo chemical probes of the targets or phenotypes studied in the assays.

Whereas, MLSCN DATA generated by the CENTER(S) will be promptly deposited into PubChem (<http://pubchem.ncbi.nlm.nih.gov>), a public database to be available to all researchers in both the public and private sectors, for further use in studying biology and disease;

Whereas, The MLSCN PT will need to transfer MATERIAL into CENTER(S) from assay providers ("PROVIDERS"), and CENTER(S) and the MLSCN PT wish to expedite the transfer of MATERIALS from PROVIDERS to the CENTER(S) to ensure the success of the MLSCN project;

NOW, THEREFORE, The Center and NIH hereby agree to use the attached MLSCN model Material Transfer Agreement (MTA) (http://www.nimh.nih.gov/dnbbs/mta_10_31_2005.pdf) to formalize the transfer, and further agree to the following terms and conditions regarding the authorization for signing the MTA by the NIH on behalf of The Center:

1. The Center authorizes the undersigned MLSCN PT Representative to sign on behalf of The Center only unmodified copies of the attached MLSCN model MTA directed to MATERIALS from PROVIDERS.
2. The Center agrees to be bound by the terms of the MTA signed by the MLSCN PT Representative as if The Center had signed said MTA.
3. The MLSCN PT will identify which specific CENTER(S) within the MLSCN will receive MATERIALS specifically identified in the Appendix A (List of MATERIALS) of a particular executed MTA, and the MLSCN PT Representative agrees to provide a copy of said fully executed MTA to the CENTER(S) assigned those MATERIALS.
4. This Agreement shall become effective on the date when the last Party to sign has executed this Agreement.
5. This Agreement will expire three (3) years from this effective date.
6. This Agreement may be modified or extended only by mutual written agreement of the Parties.
7. This Agreement may be terminated by written notice from either Party.

IN WITNESS WHEREOF, The Center and the NIH agree to the foregoing and have caused this Agreement to be executed by their duly authorized representatives.

Signatures begin on the next page

The Center:

MLSCN Project Team Representative

By: _____

By: _____

Name: _____

Name: Linda Brady, Ph.D.

Title: _____

Title: MLSCN Project Team Leader

Center Mailing Address for Correspondence:

MLSCN Project Team Representative Mailing Address for Correspondence:

Linda Brady, Ph.D.
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Attachment: MLSCN model Material Transfer Agreement
(http://www.nimh.nih.gov/dnbbs/mta_10_31_2005.pdf)